

## **CHAPTER Ins 400 FILINGS FOR LIFE, ACCIDENT AND HEALTH INSURANCE**

Statutory Authority: RSA 400-A:15

### **PART Ins 401 FORM AND RATE FILINGS**

#### **Ins 401.01 Purpose and Scope.**

(a) The purpose of this chapter is to establish standards and procedures for the filing of life, accident and health insurance forms to be used within the state.

(b) This chapter shall apply to all licensed writers of life, accident and health insurance in this state, including health service organizations, health maintenance organizations, third party administrators.

#### **Ins 401.02 Definitions.**

(a) "Commissioner" means the insurance commissioner.

(b) "Department" means the New Hampshire insurance department.

(c) "NAIC" means the National Association of Insurance Commissioners.

(d) "Tricare Supplemental Insurance" means the health insurance program for military personnel and their families.

#### **Ins 401.03 Rules Applicable to All Forms.**

(a) Each form shall be designated by a form number composed of either figures or letters or both.

(1) The form number shall be:

- a. Sufficient to distinguish the form from all other forms used by the company;
- b. Placed in the lower lefthand corner on the front of each form;

(2) The form number for a policy form may contain the prefix "Form No.";

(3) Policy forms utilizing less than a full sheet as the face page or cover page shall place the form number in the lower lefthand corner of the specifications page;

(4) Any time any change is made, the form shall be resubmitted as a new form with a new form number.

(b) Each policy and certificate shall recite on the back page or specifications page the:

- (1) Full corporate or legal title of the company, association, exchange or society;
- (2) Official home address, including city and state or province;
- (3) Administrative office address if different from address in (2) above;

(4) Toll-free telephone number of the company and, if available, a facsimile number and website address.

(c) Each policy and certificate shall provide a brief description of the nature of the policy, as follows:

(1) The brief description shall be printed on:

a. The face page, specifications page, or the back page if the policy form has a full size cover page; or

b. On the specifications page so that the description is visible, if the policy form has less than a full size cover page; and

(2) In the instance of individual life or individual annuity contracts, the brief description shall contain a statement indicating whether the policy is "participating" or "nonparticipating";

(d) The words, "preferred," "special," "unlimited," "union," "labor," "New Hampshire," or any other words or combination of words shall not be used in any way that might reasonably cause anyone to believe that they are receiving or shall receive preferential treatment unless that person is, in fact, receiving preferential treatment or will receive preferential treatment;

(e) No policy or group certificate providing accident and health insurance benefits shall use the terms "major," "comprehensive," "catastrophic" or words of similar import in its title or brief description unless such policy or certificate satisfies the minimum benefit standards for major medical expense coverage as prescribed by Ins 1901.06 (f).

(f) The word "compensation" shall not be used in any way that might reasonably cause the policyholder to be confused with workers' compensation coverage;

(g) The word "medicare" shall not be used in any way that might reasonably cause anyone to believe that the policyholder is participating in a government program; and

(h) If the policy contains an exception for injury arising out of riots, the exception shall be confined to those instances in which the insured is injured while participating in such riot;

(i) Any policy or certificate that contains exclusions, limitations, reductions, or conditions of such a restrictive nature that the payment of benefits under such policies is limited in frequency or in amounts shall carry the legend "This is a Limited Policy - Read it Carefully" imprinted in not less than 18-point outline type of contrasting color or not less than 24-point outline type of non-contrasting color diagonally across the face and filing back, if any, of the policy;

(j) Any provision, requirement, or other document standard contained in this part shall not act to prevent the use of any other language that is at least as favorable to any insured or group policyholder.

(k) Except as otherwise specifically provided by New Hampshire statutes or this part, any contract or policy of insurance or annuity contract issued, delivered, used, or sold in this state that violates any of the provisions of New Hampshire statutes or this part shall be:

(1) Valid and binding upon the insurer making or issuing the policy; and

(2) Enforceable as if it conformed with such requirements or prohibitions.

(l) Discretionary clauses relating to life, accident or health policies shall be approved by the department only when such clauses are:

(1) Contained in a separate endorsement containing no other language, terms or provisions;

(2) Offered on an optional basis to the plan sponsor;

(3) Implementing a policy governed by the Employment Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq. and those policies contain the following language:

" The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

Under ERISA, [the Company] is hereby designated by the plan sponsor as a claim fiduciary with discretionary authority to determine eligibility for benefits and to interpret and construe the terms and provisions of the policy. As claim fiduciary, [the Company] has a duty to administer claims solely in the interest of the [participants and beneficiaries] of the employee benefit plan and in accordance with the documents and instruments governing the plan. This assignment of discretionary authority does not prohibit a participant or beneficiary from seeking judicial review of [the Company's] benefit eligibility determination after exhausting administrative remedies. The assignment of discretionary authority made under this provision may affect the standard of review that a court will use in reviewing the appropriateness of [the Company's] determination. In order to prevail, a plan participant or beneficiary may be required to prove that [the Company's] determination was arbitrary and capricious or an abuse of discretion."; and

(4) Pursuant to (1)(3) above, include the following sentence at the end of the second paragraph in (1)(3) above, if a health carrier, as this term is defined in RSA 420-J:3:

"This designation as a claim fiduciary under ERISA does not apply to determinations that health carriers make as to whether a health care service, supply or drug meets requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness."

(m) Policies providing disability income protection as defined in Ins 1901.06 (h) shall not in any way condition benefit payments for "total disability" on "continuous confinement within doors" or language of similar import.

(n) Short term major medical shall comply with RSA 415:5 III.

(o) Tricare supplement policies and certificates programs shall comply with RSA 415:18.

**Ins 401.04 Individual Life and Annuity Contracts.**

(a) All individual life policies and individual annuity contracts shall contain the following provisions:

(1) All premiums shall be payable in advance either at the home office of the company or to the company's appointed producer upon delivery of the policy or contract, and:

a. If requested, the policy or contract shall be signed by one or more of the officers of the company who shall be designated by title in the policy; and countersigned by the appointed producer; and

b. The policy itself shall be a receipt for the first premium payment.

(2) There shall be a grace period of 30 days or one month within which the payment of any premium after the first may be made, during which period of grace:

a. The policy shall continue in force;

b. The amount of such premiums in arrears plus accrued interest, at a rate not exceeding the policy loan rate, shall be deducted from any claim arising in such period; and

c. This premium provision shall not be applicable to single premium contracts, or to flexible payment annuity contracts that do not default upon nonpayment of premium.

(3) Pursuant to the provisions of RSA 408:9, the entire contract between the parties shall consist of the policy together with a copy of the signed and completed application.

(4) No statement made by the insured or on his behalf shall be used in defense of a claim under the policy unless it is contained in a written application and a copy endorsed upon or attached to the policy when issued.

(5) All statements made by, or by the authority of, the applicant for the issuance, reinstatement, or renewal of the contract shall, in the absence of fraud, be deemed representations and not warranties.

(6) Pursuant to the provisions of RSA 408:10, the policy shall be incontestable after it has been in force during the lifetime of the insured for 2 years from its date, except for:

a. The nonpayment of premiums;

b. Violations of the policy relating to naval or military service in time of war; and

c. At the option of the company, provisions granting or increasing benefits in the event of total and permanent disability; and

d. At the option of the company, provisions that grant additional insurance specifically against death by accident.

(7) An incontestable provision is not required in any policy or contract where the only statements required as a condition of issuing the contract are those pertaining to age, sex and identity.

(8) If the insured's age or sex has been misstated, any benefit under the policy shall be such as the premiums would have purchased for the correct age or sex; and

(9) The policy or contract shall participate in its share of the divisible surplus of the company at annual intervals that begin no later than the fifth policy year, unless such policies or contracts are nonparticipating, issued as sub-standard or provide nonforfeiture benefits in exchange for lapsed or surrendered policies or contracts.

(b) Policy loan values and policy loan provisions for individual life insurance shall provide that:

(1) After the policy has been in force for 3 full years with all premiums due having been paid, the insurer shall advance an amount up to but not exceeding the loan value of the policy upon proper assignment or pledge of the policy and on the sole security thereof:

(2) The loan value shall be at least equal to the cash surrender value available at the end of the policy year, less the sum of premiums falling due from the date of the loan to the end of the policy year, less any existing indebtedness, less the interest on any existing indebtedness to the end of the policy year;

(3) Interest due at the end of the policy year if not paid when due, shall be added to the existing loan payable at the same interest rate as the existing loan or in advance at the equivalent effective rate;

(4) Policy provisions reserve to the insurer the right to defer loan grants for up to 6 months after the application is filed, other than for the payment of premiums;

(5) The provisions of Ins 401.02 (b)(1) and (2) shall not be applicable to term insurance or to any policy or contract of pure endowment, variable annuity, annuity or reversionary annuity; and

(6) The provisions of Ins 401.02 (b)(1) and (2) shall not be construed as prohibiting policy loan provisions in any annuity contract.

(c) Rates of interest charged on life insurance policy loans shall provide:

- (1) A provision permitting a maximum interest rate of not more than 8 percent per annum;
- (2) A provision permitting an adjustable maximum interest rate established from time to time by the life insurer, which interest rate shall not exceed the higher of a. or b. below:
  - a. The Published Monthly Average for the calendar month ending 2 months before the date on which the rate is determined. For purposes of this rule, "Published Monthly Average" means the Moody's Corporate Bond Yield Average - Monthly Averages Corporates as published by Moody's Investors Service, Inc. or any equivalent or successor thereto; or
  - b. The rate used to compute the cash surrender values under the policy during the applicable period plus one percent per annum.
- (3) If the maximum rate of interest to be charged on a policy loan is subject to (2) above, the policy shall contain a provision setting forth the frequency at which the rate is to be determined for that policy;
- (4) If the maximum rate of interest to be charged on a policy loan is subject to (2) above, the maximum rate for each policy shall be determined:
  - a. At regular intervals at least once every 12 months, but not more frequently than once in any 3-month period;
  - b. At the intervals specified in the policy, wherein the rate being charged may be increased whenever such increase as determined pursuant to (2) above would increase that rate by 1/2 percent or more per annum; and
  - c. At the same intervals, wherein there is a reduction in the rate being charged whenever such reduction as determined pursuant to (2) above would decrease the rate being charged by 1/2 percent or more per annum.
- (5) The insurer shall:
  - a. Notify the policyholder at the time a cash loan is made of the initial rate of interest on the loan;
  - b. Notify the policyholder with respect to premium loans of the initial rate of interest on the loan as soon as it is practical to do so after making the initial loan. Notice to the policyholder shall not be required when a further premium loan is added, except as provided in c. below;
  - c. Send advance notice of any increase in the rate to policyholders with outstanding loans; and
  - d. Include in the notices required in c. above the policy loan interest rates and if an adjustable interest rate, the frequency at which the rate will change;
- (6) No policy shall terminate nor shall the insurer deny or fail to provide coverage during the policy term solely as a result of a change in the policy loan interest rate; and the life insurer shall maintain coverage during that policy year until the time at which the policy would otherwise have terminated if there had been no change during that policy year.
- (7) For purposes of this part:

a. The rate of interest on policy loans permitted by the rules stated above includes the interest rate charged on reinstatement of policy loans for the period during and after any lapse of a policy;

b. The term "policy loan" shall include any premium loan made under a policy to pay one or more premiums that were not paid to the life insurer as they fell due;

c. The term "policyholder" shall include the owner of the policy or the person designated to pay premiums as shown on the records of the life insurer; and

d. The term "policy" shall include certificates issued by a fraternal benefit society and annuity contracts that provide for policy loans.

(d) Upon the request of the policyholder, unless the cash surrender value of a permanent life insurance policy has been paid out in full or the period of extended insurance has expired, any life insurance policy shall be reinstated during the life of the insured anytime within 3 years of the date of default if:

(1) Evidence of insurability satisfactory to the insurer is provided to the insurer;

(2) Payment is tendered to the insurer in an amount not to exceed the larger of the:

a. The sum of:

1. Overdue premiums, including interest at a rate not to exceed 8 percent per annum compounded annually; and

2. Any outstanding policy loans, including interest at a rate that would be permitted under this rule if the policy had not lapsed; or

b. One hundred ten percent of the increase in cash surrender value resulting from reinstatement.

(e) Term life insurance policies shall provide for reinstatement subject to the same requirements set forth in (1) and (2) a.1. and b. above, any time during the life of the insured and prior to the policy expiration date.

(f) The following provision or its equivalent shall appear in a conspicuous place on the face page of the policy:

"This policy may, at any time within 10 days after its receipt by the policyholder, be returned by delivering it or mailing it to the company or to the agent through whom it was purchased. Immediately upon delivery or mailing, the policy will be deemed void from the beginning, and any premium paid on it will be refunded."

(g) Direct response insurers may delete from the statement in (f) above the reference to "the agent through whom it was purchased" and require a written request for cancellation from policyholders returning their policies for cancellation under the terms of Ins 401.04(f) above.

(h) Unless the insurer has adopted a procedure to obtain a policyholder's dated and signed receipt for the delivery of the policy pursuant to (f) above, it shall be presumed that the date of delivery is the date shown in the policyholder's records or by his memory unless there is evidence sufficient to void this presumption.

(i) Life insurance policies designed to permit increases or decreases in the premiums payable shall state in the policy the maximum premium or the schedule of maximum premiums applicable for the entire duration of the policy.

(j) Supplemental contracts referred to in RSA 415:14 shall be subject to all insurance laws and parts that would be applicable to accident and health insurance forms containing similar provisions or benefits.

(k) Arbitration provisions shall be prohibited.

(l) Graded death benefits life insurance policies shall pay the policy face value after 2 years.

(m) The following exclusions shall be the only exclusions permitted in an individual life policy or individual annuity contract:

(1) Except for those exclusions that relate to accidental death benefits, any policies that contain any exclusions violating this part shall be operative as if such prohibited exclusions were not included.

(2) Policy exclusion provisions shall:

a. Contain language substantially similar to the language of the following subclauses;

b. Be set out in a separately titled policy section; and

c. Prominently display reference to exclusion (3) c. below in the letter of transmittal and on the policy face in type at least as large as 12-point boldface type;

(3) If a policy includes an exclusion it shall contain only those exclusions listed below:

a. Death resulting from suicide within 2 years of the issue date of the policy, or, if later, the last date on which reinstatement was applied for in writing and accepted by the insurer;

b. Death resulting from a declared or undeclared war, if death occurs:

1. While the insured is outside the 50 states of the United States, D.C. and Canada and is in military service or a civilian unit required to serve with a military force;

2. Within 6 months after the insured returns to the United States, D.C. or Canada from military service or from service in a civilian unit required to serve with a military force, provided the insured is still in military service at the time of death; or

3. Within 6 months after the insured returns from service in a civilian unit required to serve with a military force outside the 50 states of the United States, D.C. or Canada, provided the insured is still in such service at the time of death; and

c. Death as a result of aviation, other than as a farepaying passenger, or other than military personnel, except the crew, aboard military multi-engined fixed wing air transports within the United States; and

(4) In the event of death occurring from one of the causes delineated in (3) above the premium shall be returned in at least the following manner:

a. The amount of the gross premiums paid, less dividends applicable, and less any indebtedness for policies up to and including 2 years from the date of issue; and

b. After 2 years from date of issue, the greater of:

1. The reserve on the face amount of the policy together with the reserve for any dividend additions, less indebtedness and including interest; or

2. Due and accrued of gross premiums paid, less dividends applicable, and less any indebtedness.

**Ins 401.05 Individual Accident and Health.**

(a) All individual accident and health policy forms submitted shall comply with the provisions of RSA 415 and RSA 415-A.

(b) Additional policy form filing standards shall be as follows:

(1) Policies that supplement or complement Medicare or any government program shall not have policy titles, or headings or descriptions that might confuse them with or relate them in a misleading manner to the Federal Medicare Program or any government program;

(2) If the policy provides for any reduction in benefits or benefit period because of the attainment of a specified age limit, reference thereto shall be set forth on the first or specifications page;

(3) Loss of time policies shall not require that the loss from accidental injury commence within less than 30 days after the date of an accident;

(4) No policy of health and accident insurance shall be approved that contains a provision that the disability period shall be considered to commence with the date on which written notice is actually received by the company;

(5) Noncancellable policies with premium rates that are not presumed level but are expected to change periodically with the insured's attained age shall include the entire premium scale applicable to the insured;

(6) All other policies with premium rates that are not presumed level but are expected to change periodically with the insured's attained age shall not be required to include the entire premium scale applicable to the insured but shall disclose on the face page or the specifications page that the premium rates are subject to change based on the attained age of the insured and also identify the attained ages at which such changes will occur;

(7) With respect to policies where there exists an option for continuation of coverage at a specified time after attainment of age 65 or commencement of medicare coverage, whichever is earlier, and where the insurer reserves the right to change the coverages and/or the premium scale for such continuation, such premium scale may be omitted from the policy;

(8) For the purposes of paragraphs (6) and (7) above all conditions pertaining to the option of continuation of coverage and any changes in coverage shall be contained in the policy;

(9) Except in those instances where riders are prohibited by RSA 420-G:5 IV, any rider or endorsement that reduces or eliminates coverage under the policy shall provide for signed acceptance by the policyholder except in the case of a rider or endorsement that is used only at the time of policy issue;

(10) Any individual accident and health policy insuring against loss resulting from accidental bodily injuries only, shall specify on the face of the policy in no less than 14 point, bold face type, "This policy does not insure against loss resulting from sickness."

(11) The following provision shall appear in a conspicuous place on the face page of all accident and health policies except for nonrenewable travel insurance policies written for terms of less than one year:

"This policy may, at any time within 10 days after its receipt by the policyholder, be returned by delivering it or mailing it to the company or the agent through whom it was purchased. Immediately upon such delivery or mailing, the policy will be deemed void from the beginning, and any premium paid on it will be refunded."



(12) Direct response insurers may delete the reference in (11) above to "the agent through whom it was purchased";

(13) Unless the insurer has adopted a procedure to obtain a policyholder's dated and signed receipt for the delivery of the policy, it shall be presumed that the date of delivery is the date shown by the policyholder's records or by his memory;

(14) Any exception that excludes coverage by use of the terms "chronic disease" or "organic disease" shall not be permitted;

(15) Diseases sought to be excluded from coverage shall be stated with sufficient clarity to be readily identifiable;

(16) Common terms such as "heart disease," "pulmonary disease" or "disease of the generative organs" shall be acceptable.

(17) A policy may:

- a. Require that the insured incur expenses that he is legally required to pay; and
- b. Exclude charges that would not have been made if no insurance existed;

(18) Where the insurer reserves the right to cancel, the provisions of RSA 415:6, II (8) or RSA 420-G:6 VI. or VII. shall be delineated in the policy;

(19) Where the insurer's right to terminate the policy is restricted to premium due dates, the following, in addition to the renewal provision of the policy may be substituted for RSA 415:6, II (8):

- a. The use of wording normally expressed as part of the grace period provision shall include:

"Unless not less than 10 days prior to the premium due date the insurer has delivered to the insured or has mailed to his last address, as shown by the records of the insurer, written notice of its intention not to renew this policy beyond the period for which this premium has been accepted."

- b. An appropriate definition of the classifications used in determining the policies to be nonrenewed.

(20) In order to secure the approval required in (19) b. above, the insurer shall make such request in writing and include in such request:

- a. The number of New Hampshire policies currently in force;
- b. An explanation of the classification of risk involved therein to indicate that such classification is reasonable and nondiscriminatory; and
- c. Statistical data sufficient to indicate that the cancellation or nonrenewal requested is reasonable and nondiscriminatory;

(21) With respect to all individual accident and health policies, including those sold on a franchise basis, to which the refund provisions of RSA 415:6, II(8) do not apply, the insurer shall provide:

- a. A refund of unearned premium upon a request for cancellation of the policy by the insured;

b. The period for which a refund is to be made measured from the date the request for cancellation is received by the insurer, or such later date as may be specified in the request, to the date to which premiums have been paid;

c. A refund amount of not less than 80 percent of the pro-rata unearned premium for such period; and

d. That no refund need be made if premiums are payable monthly.

(22) In the event of any renewal rate increase, insurers shall provide policyholders with prior notice of any such increase such that:

a. A 30 days notice is provided for policies subject to RSA 415; and

b. A 60 days notice is provided for policies subject to RSA 420-G;

(23) All policies of accident and health insurance, whether subject to Ins 1901 or not, shall define terms in the policy in a manner at least as favorable as the policy definitions contained in Ins 1901.

**Ins 401.06 Group Life Policies.**

(a) The required provisions for group life policies shall be established in RSA 408:16;

(b) Other required policy standards shall be as follows:

(1) The policy shall apply to a group qualified for such insurance as provided by RSA 408:15;

(2) All group life certificates filed with this department shall provide for the identification of the individual(s) insured by having the name(s) of the insured(s) stated on the certificate or any code in the certificate sufficient to identify the insured(s);

(3) As an alternative to (2) above, any group life certificate shall define eligibility and benefit amounts;

(4) Each employee insured under a form of group life insurance shall be given evidence of his beneficiary in the certificate;

(5) In the case of a group life insurance plan that contains a disability benefit extension of any type including, but not limited to, premium waiver extension, extended death benefit in event of total disability, or payment of income for a specified period during total disability, the discontinuance of the group policy shall not operate to terminate such extension;

(6) Coverage may be provided to dependents in a contract of group life insurance pursuant to RSA 408:15, VIII; and

(7) Arbitration provisions shall be prohibited.

**Ins 401.07 Group and Blanket Accident and Health.**

(a) The required provisions for group and blanket accident and health insurance policies shall be those established in RSA 415:18;

(b) Other policy standards shall be as follows:

(1) Exclusions that are ambiguous or unfairly discriminatory shall be prohibited;

(2) All master policies and certificates shall contain a clear explanation as to continuance of coverage after termination of the policy;

(3) No group accident and health policy shall contain a provision for automatic termination of an individual's coverage upon the happening of a loss, except a loss that has exhausted all possible benefits under the policy;

(4) A certificate shall state the benefits applicable to the person insured or state the schedule of benefits applicable to the class to which he belongs;

(5) As an alternative to 4 above, any group accident and health certificate shall define eligibility and benefit amounts clearly enough for a person to determine whether he or she is an insured and the amount of any benefits to which he or she is entitled;

(6) Policies that are to be issued to supplement or complement Medicare shall not have policy titles, headings or descriptions that could confuse them with or relate them in a misleading manner to the federal Medicare program or any government program;

(7) A policy may require that the insured:

- a. Incur expenses that the insured is legally responsible to pay for;
- b. Exclude charges that would not have been made if no insurance existed; and
- c. Be responsible for non-covered services;

(8) All group or blanket certificates shall include a complete statement of the policy provisions regarding coordination or nonduplication of benefits in the event of other coverage;

(9) In the event of any renewal rate increase, insurers shall provide policyholders with prior notice of any such increase such that:

- a. A 30 days notice is provided for policies subject to RSA 415; and
- b. A 60 days notice is provided for policies subject to RSA 420-G;

(10) Declination of renewal or termination of insurance provisions shall be as follows:

- a. No insurer shall decline to renew a group policy unless the cause of its action is based on one or more of the reasons for declination of renewal stated in the policy;
- b. Any such reason shall be stated in a group policy and shall be objective in nature;
- c. Declination of renewal shall be defined so as to include any termination of a group policy by the insurer for any reason except for nonpayment of premiums; and
- d. Notice of nonrenewal or termination of a group or blanket policy by the insurer shall provide for at least 45 days prior notice, except policies subject to RSA 420-G:6 VI. and VII;

(11) Non-duplication of coverage and subrogation provisions shall be as follows:

- a. Benefit provisions for group or blanket medical expense insurance coverages may provide for non-duplication or coordination with any plan or government program providing benefits or services for medical or dental care and treatment;
- b. All policies with non-duplication or coordination of benefit provisions shall

1. Clearly stipulate how these provisions will be administered; and
2. Be at least as favorable to the insured as the provisions of Ins 1904;
- c. Group or blanket policies providing medical expense insurance coverages may include subrogation provisions or provisions that are similar in their intent and purpose; and
- d. Group or blanket excess policies that provide insurance for only part of a loss in excess of coverage provided by other insurance carriers shall be prohibited except as follows:
  1. Student accident only insurance policies written on either a group or blanket basis, may include a non-duplication provision stating that covered medical expenses shall not include any charges or medical expenses to the extent that they are compensable under any other group or blanket health insurance plan in this or any other insurer or service organization if total covered expenses exceeds \$100. Such student accident policies shall be considered primary with respect to covered expenses of \$100 or less regardless of other insurance;
  2. Any policy that excludes coverage payable under another policy issued to the policyholder on behalf of the same, or a class of, insureds under another policy; and
  3. Group or blanket policies providing insurance to community-based volunteer groups such as youth groups, volunteer fire departments or youth athletic teams may be written on an excess basis provided that all premiums due under the policy are paid entirely by the sponsoring organization; and

(12) In no case shall the benefits provided under the policy, or the definitions contained in the policy be less favorable to the insured than the minimum standards for individual accident and health benefits set forth in Ins 1901.

**Ins 401.08 Group Annuity Contracts.**

(a) The following provisions shall be required in group annuity contracts:

(1) A provision that there shall be a grace period of, either 30 days or one month, within which any stipulated payment to be remitted by the policyholder to the insurer, falling due after one year from date of issue, may be made, subject to the option of the insurer, to an interest charge thereon, at a rate to be specified in the contract, for the number of days elapsing before such payment is received by the insurer;

(2) A provision specifying the document or documents constituting the entire contract between the parties that shall only include:

a. The contract, the contract together with the application of the policyholder, or the contract together with the application of the policyholder; and

b. The individual applications of annuitants on file with the insurer; and

(3) A provision for the equitable adjustment of benefits payable under the policy if sex, age, service, salary or any other factor determining the amount of any stipulated payment or the amount or dates of payment of any benefit with respect to any annuitant covered thereby, has been misstated.

(b) A group shall be qualified for such annuity if it meets one of the following requirements:

(1) Under a contract issued to an employer if:

a. The stipulated payments are to be remitted by the employer; and

b. The contract permits all of the employees of such employer, or any specified class or classes thereof, to become annuitants; and any such group of employees may include:

1. Retired employees;

2. Officers and managers as employees;

3. The employees of subsidiary or affiliated corporations of a corporation employer; and

4. The individual proprietors, partners and employees of affiliated individuals and firms controlled by the holder through stock ownership, contract or otherwise;

(2) Under a contract issued to an employers' association, that:

a. May, but shall not be required to, provide for the representation of annuitants on its board of directors;

b. Permits all of the employees of such employers, or of any specified class or classes thereof, to become annuitants; and

c. Requires that the stipulated payments under such contract shall be remitted by such employers' association;

(3) Under a contract issued to a labor union that:

a. Permits all of the members of such union, or of any specified class or classes thereof, to become annuitants;

b. Requires that the stipulated payments under such contract shall be remitted by such union;

(4) Under a contract issued to an association or to trustees of a fund established by such an association, if the persons in the association have a common interest, calling or profession and constitute a homogeneous group and the association:

a. Has a constitution and bylaws; and

b. Is organized and maintained in good faith for purposes other than obtaining annuities; and

c. Permits all members of the association and their employees, or any specified class or classes thereof, to become annuitants; and

(5) Under a contract issued to the trustees of a fund established by an employer, or by an employers' association, or by one or more labor unions or by one or more employers and one or more labor unions if:

a. The trustees are deemed the contractholder;

b. The contract permits all of the employees of the employers or all of the members of the unions, or all of any class or classes thereof, to become annuitants; and

c. The stipulated payments under such contract remitted by the trustees are not derived wholly from funds contributed by the person covered thereunder.

(c) The contract in (b)(5)b. above may provide that the term "employees" shall include retired employees, officers and managers of an employer

**Ins 401.09 Variable Contracts.**

(a) Variable contracts shall include all contracts that do either or both of the following:

(1) Place funds in any separate account or accounts maintained by the insurance company for accumulation purposes and where the value of the funds being accumulated may vary according to the investment experience of the separate account or accounts; and

(2) Provide annuity benefit payments to annuitants from any separate account or accounts maintained by the insurance company and where the value of the annuity benefit payments can vary according to the investment experience of the separate account or accounts.

(b) Individual variable annuity contracts shall be subject to the applicable provisions of RSA 408 and all of the provisions of Ins 401.04 except for Ins 401.04 (f).

(c) Group variable annuity contracts shall be subject to the applicable provisions of RSA 408 and all of the provisions of Ins 401.08.

(d) Additional provisions required for variable annuity contracts shall include that:

(1) Any variable contract providing benefits payable in variable amounts delivered or issued for delivery in this state shall contain a statement of the essential features of the procedures to be followed by the insurance company in determining the dollar amount of such variable benefits;

(2) Any such contract, including a group contract and any certificate in evidence of variable benefits issued thereunder, shall state that such dollar amount may vary to reflect investment experience;

(3) Any such contract shall contain on its first page a clear statement to the effect that the benefits thereunder are on a variable basis;

(4) No individual variable annuity contract calling for the payment of periodic stipulated payments shall be delivered or issued for delivery in this state unless it contains in substance the following provision or provisions:

a. A provision that there shall be a grace period of 30 days or of one month, within which any stipulated payment to the insurer falling due after the first may be made, and during which period of grace the contract shall continue in force;

b. For the purposes of a. above, the contract may include a statement of the basis for determining the date as of which any such payment received during the grace period shall be applied to produce the values under the contract arising therefrom;

c. A provision that, at any time within 3 years from the date of default, in making periodic stipulated payments to the insurer during the life of the annuitant and unless the cash surrender value has been paid, the contract may be reinstated upon payment to the insurer of such overdue payments as required by the contract, including interest;

d. For the purposes of c. above, the contract may include a statement of the basis for determining the date as of which the amount to cover such overdue payments and indebtedness shall be applied to produce the values under the contract arising therefrom; and

e. A provision specifying the options available in the event of default in a periodic stipulated payment, such as an option to surrender the contract for a cash value as determined by the contract, including an option to receive a paid-up annuity if the contract is not surrendered for cash, the amount of which is determined under the terms of the contract by applying the value of the contract at the annuity commencement date;

(5) No individual variable life insurance policy shall be delivered or issued for delivery in this state unless it contains in substance the following:

a. A provision that there shall be a grace period of 30 days or one month, within which payment of any premium after the first may be made, and during which grace period the policy shall continue in force;

b. A provision that if a claim arises under the policy during the grace period and before the overdue premiums or the deferred premiums of the current policy year, if any, are paid, the amount of such premiums, together with interest not to exceed 6 per centum per annum compounded annually may be deducted from any amount payable under the policy in settlement;

c. A statement of the basis for determining any variation in benefits that may occur as a result of the payment of premium during the grace period;

d. Upon the request of the policyholder, unless the cash surrender value of a variable life insurance policy has been paid out in full or the period of extended insurance has expired, any variable life insurance policy shall be reinstated during the life of the insured anytime within 3 years of the date of default if:

1. Evidence of insurability satisfactory to the insurer is provided to the insurer;

2. Payment is tendered to the insurer in an amount not to exceed the larger of the:

(i) Sum of:

i. Overdue premiums, including interest at a rate not to exceed 8 percent per annum compounded annually; and

ii. Any outstanding policy loans, including interest at a rate that would be permitted under this rule if the policy had not lapsed; and

(ii) One hundred ten percent of the increase in cash surrender value resulting from reinstatement; and

e. A provision for cash surrender values and paid-up insurance benefits available as nonforfeiture options under the policy in the event of default in a premium payment after premiums have been paid for a specified period pursuant to Ins 401.10.

(6) Any variable annuity contract delivered or issued for delivery in this state shall stipulate the investment in increment factors to be used in computing the dollar amount of variable benefits or other variable contractual payments or values thereunder, and may guarantee that expense and/or mortality results shall not adversely affect such dollar amounts; and

(7) In the case of an individual variable annuity contract under which the expense and mortality results could adversely affect the dollar amount of benefits, the expense and mortality factors shall be stipulated in the contract as follows:

a. In computing the dollar amount of variable benefits or other contractual payments or values under an individual variable annuity contract

1. The annual net investment increment assumption shall not exceed 5 percent, except;

2. To the extent that the level of benefits may be affected by future mortality results, the mortality factor shall be determined from the Annuity Mortality Table for 1949, Ultimate, or any modification of that table not having a lower life expectancy at any age; and

3. "Expense," as used in this paragraph may exclude some or all taxes, as stipulated in the contract; and

b. Any individual variable life insurance policy delivered or issued for delivery in this state shall stipulate the investment increment factor to be used in computing the dollar amount of variable benefits or other variable contractual payments or values thereunder and shall guarantee that expense and mortality results shall not adversely affect such dollar amounts.

**Ins 401.10 Computation of Cash Values for Variable Annuities.**

(a) If the variable annuity policy does not include a table of figures for the options so available, the policy shall provide that the company will furnish at least once in each policy year a statement showing the cash value as of a date no earlier than the prior policy anniversary.

(b) The method of computation of cash values and other nonforfeiture benefits, as described either in the policy or in a statement filed with the commissioner of the jurisdiction in which the policy is delivered, shall be in accordance with actuarial procedures that recognize the variable nature of the policy.

(c) The method of computation shall be such that, if the net investment return credited to the contract at all times from the date of issue should be equal to the assumed investment increment factor if the contract provides for such a factor or 31/2 percent if not, with premiums and benefits determined accordingly under the terms of the policy, the resulting cash values and other nonforfeiture benefits would be at least equal to the minimum values required by RSA 409 Standard Nonforfeiture Law, for a fixed dollar policy with such premiums and benefits.

(d) The method of computation may disregard incidental minimum guarantees as to the dollar amounts payable. Incidental minimum guarantees shall include, for example, but shall not be limited to, a guarantee under a policy that provides for an assumed investment increment factor that the amount payable at death or maturity shall be at least equal to the amount that otherwise would have been payable if the net investment return credited to the contract at all times from the date of issue had been equal to such factor.

**Ins 401.11 Applications.**

(a) The following standards shall apply to all application forms used in connection with the offer and acceptance of insurance, whether or not attached to the contract:

(1) The declarative portion of the application, if any, shall imply a representation of facts to the best of the applicant's knowledge. "I represent," or "To the best of my knowledge and belief," shall be examples of such wording. Wording implying a warranty shall be prohibited. "I Certify" shall be such an example:

(2) There shall be no provisions for automatic rejection;

(3) Medical questions of a technical nature beyond the capability of the average applicant, such as a detailed gastrointestinal questionnaire, shall be prohibited;

(4) No provision shall be permitted in an application that changes the terms of the policy to which it is attached;



(5) Questions as to race or color shall be prohibited;

(6) All applications shall contain a question inquiring whether the policy sought is intended to replace an existing policy.

(7) The requirement in (6) above shall not apply to applications for:

- a. Group insurance;
- b. Group annuity policies;
- c. Individual accident only policies; or
- d. Policies solicited by direct-response means; and

(8) No application or any detachable part thereof that contains an advertisement that is directed toward effecting a policy sale without opportunity for additional explanation of the coverage advertised, shall:

- a. Offer any reduced initial premium without stating all subsequent premium changes applicable to the insured;
- b. State or imply falsely that prospective policyholders become group or quasi-group members and as such enjoy special rates or underwriting privileges; or
- c. State or imply falsely that a particular policy or combination of policies is an:
  - 1. Introductory;
  - 2. Initial;
  - 3. Special; or
  - 4. Limited enrollment offer and that the applicant will receive advantages by accepting the offer.

**Ins 401.12 Forms Filing, Review and Inventory Procedures.**

(a) Pursuant to the provisions of RSA 408, RSA 408-A, RSA 409, RSA 415, RSA 415-A, RSA 415-D, RSA 415-F, RSA 420-A, RSA 420-B, RSA 420-G, RSA 420-J, all policies, contracts, certificates, endorsements, riders, applications and other forms used in connection therewith, shall be submitted to the insurance department for approval prior to their use.

(b) All submissions shall be made by the home office of the company.

(1) In instances where a filing is being made on behalf of a company, a letter or other documentation authorizing the firm to file on behalf of the company shall also be included with the filing.

(2) All correspondence from this department relating thereto, and approvals or disapprovals of such submissions shall be mailed to the home office of the company or authorized firm.

(c) All submissions and associated fees shall be submitted electronically through the System for Electronic Rate and Form Filing ( SERFF ) whenever possible, and the cover letter shall give reason for filing in a paper format.

(d) All submissions not electronically filed shall include 2 self-addressed, stamped envelopes with sufficient postage to accomplish each of the following purposes:

- (1) Allow the department to notify the insurer that a submission has been received and either accepted or discarded pursuant to this rule; and
- (2) Allow the department to notify the insurer of the final action it has taken with respect to the submission.
- (e) All submissions shall include a fully completed NAIC uniform transmittal document signed by a representative of the company authorized to certify compliance.
- (f) All filings shall include the following:
  - (1) A complete list identifying by number and title each form submitted;
  - (2) A brief description of the form, any new or unusual features, and forms to which it will be attached;
  - (3) For each insurance form being submitted, a statement indicating the current filing status of the form in the state of domicile. If the form has been approved by the state of domicile, the date of such approval shall be given. If approval was sought but not granted, the reasons shall be given for such action;
  - (4) If this form is replacing another form, said other form shall be identified. If this form is not replacing another form, it shall be so stated; and
  - (5) Where a form is replacing another form, a letter shall itemize each of the differences between the new form and the form being replaced. A copy of the form showing each change highlighted or otherwise indicated shall also be submitted.
- (g) Each paper submission shall include 2 copies of each form being submitted and 3 transmittal documents.
- (h) All policy forms containing 3,000 or more words or printed on 3 or more pages shall contain a table of contents or an index of the principal sections of the policy.
- (i) Forms submitted electronically shall be bookmarked to the table of contents or index.
- (j) All submitted forms shall be filled out in "John/Jane Doe" fashion where appropriate.
- (k) The specifications page of a policy or contract shall be completed with hypothetical data that is realistic and consistent with the other contents of the policy or contract.
- (l) The department shall not consider for formal approval any form that has been modified by typewritten, ink, or other insertion or deletions. Changes to a policy shall be made by printed or rubber stamp endorsement properly executed by a duly authorized representative of the company.
- (m) With respect to any submission of a company domiciled in a state or country where the state insurance department or comparable agency requires foreign or alien insurers to pay any fees for the filing or examination of policy forms, the submission shall include payment of the retaliatory fee due to the state of New Hampshire pursuant to RSA 400-A:35.
- (n) All forms shall be filed as intended for use, with all necessary related forms.
- (o) Policies shall include "John Doe" application forms.
- (p) Certificates shall include enrollment forms.
- (q) Policies and certificates shall be submitted together.

- (r) Where amendatory pages are submitted, those pages shall be properly executed as such.
- (s) Riders and endorsements to be used with existing policies may be filed independently.
- (t) Variable fill-in material, properly specifying the variable language to be employed may be used.
- (u) Complete revised forms including amendments shall be submitted with a distinguishing form number.
- (v) When a rider, amendment or endorsement changes the language in another form both forms shall be submitted together, and the form with language changes shall cross reference where in the original form the language is being replaced.
- (w) The company shall:
  - (1) Identify items that will be considered variable by bracketing or otherwise marking to denote variability; and
  - (2) Include a Statement on Variability that shall discuss the conditions under which each variable item may change.
- (x) All forms submitted shall be in final print except manuscript group policies that are to be written on a one-case basis only. In such instance, the transmittal document shall specify that the manuscript policy is to be used on a one-case basis if the contract is to be considered as a manuscript contract.
- (y) All certificates for any group contracts shall always be in final printed copy.
- (z) Forms shall be submitted with the exact content as intended for use by the company and shall bear facsimile signatures of corporate officers. However, facsimile signatures shall not be required on group certificates.
- (aa) Because of the many variations possible in group policies, their certificates and all of the intended insert pages reflecting possible variations shall be accepted for approval, provided that such filing is accompanied by a statement describing the combinations of pages that will be used for the different types of policies.
- (ab) Every filing of a group policy or group policy page shall include the simultaneous filing of the corresponding group certificate page. In addition, every filing of a group certificate or group certificate page shall include the simultaneous filing of the corresponding group policy or group policy page.
- (ac) Any submission of a "blank" rider, amendment or endorsement form shall in all instances be accompanied by a listing of all intended uses.
- (ad) In the event that forms submitted to this department by an insurer are not approved, and such forms are thereafter corrected and resubmitted, then the transmittal letter for the resubmission shall comply with all the provisions of Ins 401.12 and include a letter describing each correction made in reference to the prior submission and all prior correspondence.
- (ae) Submissions that comply with the foregoing requirements of this rule shall be accepted for filing and review by the commissioner.
- (af) Submissions that do not comply with these requirements shall be immediately discarded.
- (ag) The commissioner shall notify the company as to whether a submission is accepted or discarded;
- (ah) File and use provisions shall be as follows:

(1) After any forms have been received and pending with the commissioner for more than 30 days and if the forms have not been objected to by the commissioner, the company may deem or otherwise use such forms in this state;

(2) When a company decides to deem a form pursuant to this paragraph, the company shall immediately advise the commissioner in writing of the date such form was so deemed;

(3) After a form has been filed with the commissioner, the company may withdraw that form from consideration if it has not already been approved, disapproved, or deemed pursuant to this paragraph, provided written notice of such withdrawal is given to the commissioner;

(4) When a company withdraws from use any form that it has used in this state, written notice of such withdrawal shall be provided to the commissioner advising the commissioner of the date of such withdrawal; and

(5) Forms that have been filed and that have not been approved or disapproved, deemed or withdrawn pursuant to this paragraph, shall be considered withdrawn by the commissioner 120 days after such forms have been filed. Forms so withdrawn by the commissioner shall be discarded and their use in this state shall be prohibited.

**Ins 401.13 Penalty; Generally.**

(a) Any insurer, producer, or any person, firm, association or corporation knowingly violating any provisions of this part shall be subject to the provisions of RSA 400-A:15 III.

**APPENDIX I.**

**Life, Accident & Health, Annuity, Credit Transmittal Document (Revised 1/1/06)**

<b>1.</b>	<b>Prepared for the State of</b>	
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<b>2.</b>	<b>Department Use Only</b>
	<b>State Tracking ID</b>

<b>3.</b>	<b>Insurer Name &amp; Address</b>	<b>Domicile</b>	<b>Insurer License Type</b>	<b>NAIC Group #</b>	<b>NAIC #</b>	<b>FEIN #</b>

<b>4.</b>	<b>Contact Name &amp; Address</b>	<b>Telephone #</b>	<b>Fax #</b>	<b>E-mail Address</b>

<b>5.</b>	<b>Requested Filing Mode</b>	<input type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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<b>6.</b>	<b>Company Tracking Number</b>	
<b>7.</b>	<input type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
<b>8.</b>	<b>Market</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 20px;">Group</div> <div> <input type="checkbox"/> Small      <input type="checkbox"/> Large      <input type="checkbox"/> Small and Large  <input type="checkbox"/> Employer      <input type="checkbox"/> Association      <input type="checkbox"/> Blanket  <input type="checkbox"/> Discretionary      <input type="checkbox"/> Trust  <input type="checkbox"/> Other: _____         </div> </div>
<b>9.</b>	<b>Type of Insurance</b>	
<b>10.</b>	<b>Product Coding Matrix Filing Code</b>	

<b>11.</b>	<b>Submitted Documents</b>	<input type="checkbox"/> <b>FORMS</b> <input type="checkbox"/> Policy <input type="checkbox"/> Application/Enrollment <input type="checkbox"/> Schedule of Benefits  <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Other  <input type="checkbox"/> Certificate <input type="checkbox"/> Advertising  <b>Rates</b> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate  <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b> Please explain: _____  <u><b>SUPPORTING DOCUMENTATION</b></u> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other _____  <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Trust Agreements <input type="checkbox"/> Certifications	
	<b>12. Filing Submission Date</b>		
	<b>13. Filing Fee (If required)</b>	Amount _____ Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No	Check Date _____ Check Number _____
	<b>14. Date of Domiciliary Approval</b>		
<b>15.</b>	<b>Filing Description:</b>		

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<b>16.</b>	<b>Certification (If required)</b>
<p><b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of _____.</p> <p>Print Name _____ Title _____</p> <p>Signature _____ Date: _____</p>	
<b>17.</b>	<b>Form Filing Attachment</b>
<b>This filing transmittal is part of company tracking number</b>	
<b>This filing corresponds to rate filing company tracking number</b>	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

<b>18.</b>	<b>Rate Filing Attachment</b>			
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate impact for this filing			%	
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			



01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	

***Instruction Sheet for Life, Accident and Health, Annuity, Credit Transmittal Document***  
***(\*See state specific requirements prior to submitting filings to the respective state)***

**1. Prepared for the State of:** \_\_\_\_\_—Indicate for which state the filing is being prepared.

**2. Department Use Only—**

- State Tracking ID – State assigned ID for internal purposes, if applicable.
- Space available for state to input

**3. Insurer Name & Address** – Provide the insurance company name and address. This is the licensee name on the submitted forms.

- State of Domicile – State of domicile for company.
- Insurer License Type – The type of entity as listed on the Certificate of Authority or as licensed by the state to which the filing is being submitted. Examples include Life, HMO, Fraternal, Accident & Health, and Property & Casualty.
- NAIC Group # – NAIC Group number (3 digits).
- NAIC #—NAIC Company code number (5 digits).
- FEIN #—Federal identification number.

**4. Contact Name and Address** - Compliance contact(s) for submission, company's name (if other than the insurer), and address for correspondence.

- Telephone Number—Telephone number of the contact person.
- Fax Number—Fax number of the contact person.
- E-mail—E-mail address of the contact person.
- If contact person is a third party filer, a letter of authorization must be submitted.

**5. Requested Filing Mode** – Indicate the type of filing review requested. Only one option may be selected. If Combination or Other is selected, an explanation is required.

**6. Company Tracking Number**—Company's internal filing number or identifier. (If applicable)

**7. New Submission or Resubmission** – If resubmission, provide the state tracking number for the prior submission if it was provided by the state. If no state tracking number is available, and the prior filing was made in SERFF, provide the prior filing's SERFF Tracking Number. If neither is available, leave this blank.

**8. Market**—An identification of the targeted group or individuals. If Group, first select group size, then select one or more group types. If Other is selected, an explanation must be provided.

**9. Type of Insurance**—List all applicable types utilizing the NAIC Uniform Life, Accident & Health, Annuity, Credit Product Coding Matrix. [Drafters note: To be provided upon adoption from the NAIC Product Coding sub group committee.]

**10. Product Coding Matrix Filing Code** — Refer to the NAIC Uniform Life, Accident & Health, Annuity, Credit Product Coding Matrix. ([www.naic.org](http://www.naic.org))

**11. Submitted Documents-**

- Mark ALL applicable boxes.
- If filing forms, complete the Form Filing Attachment.
- If filing rates, complete the Rate Filing Attachment.
- If Filing Other Than Form or Rate is selected, identify what is being submitted and provide any required documents according to state regulations.
- Provide explanation whenever Other is selected.
- Submit the required number of copies according to state specific instructions

**12. Filing Submission Date**—Date the filing is being submitted by the company.

**13. Filing Fee (If required)** – If a filing fee is required by the state for which the filing is being prepared, indicate the amount, whether retaliatory, check date, and check number. See State specific instructions.

**14. Date of Domiciliary Approval**—Date filing was approved in domicile. If not approved, provide clarification.

**15. Filing Description**—General description of the filing. This section replaces the body of the cover letter, and should be completed according to state specific instructions.

**16. Certification** (If required)-

- A Certification indicating you have reviewed state filing requirements and complied with all applicable statutory and regulatory provisions for the state for which the filing is being prepared. See State specific instructions.
- Provide name, title, date, and signature.

**NOTE: No changes were required for the instructions to the Form and Rate schedules.**